

AGENDA
CONTRA COSTA COUNTY
JUVENILE JUSTICE COORDINATING COUNCIL
DATA & SERVICES SUBCOMMITTEE

May 17, 2021
3:00 p.m. to 5:00 p.m.

Zoom Meeting Details on Page 2

1. Welcome, Introductions and Announcements
2. Public Comment (speakers may be limited to two minutes)
3. Consider Approving the Record of Action from the April 19, 2021 Meeting
4. Report-Out from RJOB Data Subcommittee
 - a. Materials: RJOB Agenda Packet:
<https://www.contracosta.ca.gov/AgendaCenter/ViewFile/Agenda/04222021-3370>
5. Review Data Request
Materials: Data Request (attached)
6. Discuss Program Outcome Measurement
 - Recap Next Steps for Program Outcome Measurement
 - a. Discuss Performance Measurement Requirements to include in RFPs
 - b. Materials: Program Measurement Table (attached); Sample RFPs (attached)
6. Adjourn

The Juvenile Justice Coordinating Council (JJCC) will provide reasonable accommodations for persons with disabilities planning to attend JJCC meetings. Contact the staff person listed below at least 48 hours before the meeting. Any disclosable public records related to an item on a regular meeting agenda and distributed by staff to a majority of the members of the JJCC less than 96 hours prior to that meeting are available for public inspection at 50 Douglas Drive, Suite 201, Martinez, CA during normal business hours, 8:00 a.m.-12:00 p.m. and 1:00-5:00 p.m. Materials are also available on line on the Probation Department's website. For additional information, contact: Deborah Caldwell, (925) 313-4188 Deborah.Caldwell@prob.cccounty.us

Join Zoom Meeting

<https://zoom.us/j/97840725241?pwd=S2xjUEV2TmVEMjhVKzE3ZDlzcUIJQT09>

Meeting ID: 978 4072 5241

Passcode: 407728

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RECORD OF ACTION

**DATA AND SERVICES SUBCOMMITTEE of the
Juvenile Justice Coordinating Council (JJCC)**

April 19, 2021

3:00 p.m. to 5:00 p.m.

ZOOM Virtual Meeting

Present:

Jonathan Laba, Public Defender

Genevieve Maloney, Probation

Ri Scott, Chair of JJC

Ralph Seuss on behalf of Andrea Tavenier, District Attorney

Brian Vanderlind, Sheriff

Rebecca Vichiquis, Office of Education

Julius Van Hook, CBO

Absent:

Tamisha Walker, Community Representative

Fatima Matal Sol, AODS

Meeting called to order by Ri Scott, Chair of JJC, at 3:06 p.m.

Item 3 – Approve the Record of Action from the March 15, 2021 Meeting

Approve as presented

Jonathan Laba (Public Defender), Rebecca Vichiquis (Office of Education)

AYE: Four Councilmembers

Abstain: Ri Scott (JJC Chair), Ralph Seuss (District Attorney)

Absent for Vote: Julius Van Hook (CBO)

Meeting adjourned at 4:59 p.m.

JJCPA-YOYG Program Outcome Measurement Planning

Please add to the tables below:

- **Short-term outcomes:** outcomes that the program could reasonably expect to see among participants; programs would be able to collect this data
- **Long-term outcomes:** longer term outcomes that would come from following participants over time; programs would not likely have this data

Sample Measures

- # youth served, by demographic characteristic and region
- # of services provided
- Extent of holistic, youth-centered service approach
- Use of evidence-based/promising practices
- Fidelity to model
- Youth service/treatment goals
- Service/treatment goals achieved
- Program completion, successful vs. unsuccessful
- Cost per person
- Participant satisfaction

Contra Costa County Juvenile Justice Coordinating Council

Data and Services Subcommittee: Annual Report Outcome Measurement

JJCPA Funded Programs

Program Name	Description	Outcomes of Interest: Short-term and long-term
Community DPOs	DPOs are assigned to liaison with High Schools and police departments to create and maintain relationships and represent the department. Contra Costa County Probation utilizes JJCPA funds to support these positions. This collaborative relationship between Probation and local schools and police agencies employs a variety of preventative strategies designed to keep youth from entering or re-entering the juvenile justice system. DPOs provide supervision for youth on informal probation or who have been adjudged wards and attend their assigned school and provide referrals for supportive community resources to the youth and their families. DPOs facilitate evidence-based practice programs, utilize risk assessments to identify criminogenic needs, develop case plans, complete court reports, provide services to victims and participate in collaborative operations and projects.	<ul style="list-style-type: none">● How do the youth and families served report on their level of satisfaction with their work with probation?● In schools and police departments that use this program, is there a net decrease, increase, or increase in the number of youth who end up with justice system involvement?● How are the community concerns about this program funnelled into proactive feedback that improves the program?● What percent of students end up with formal, or deeper, justice system involvement?

Contra Costa County Juvenile Justice Coordinating Council

Data and Services Subcommittee: Annual Report Outcome Measurement

Program Name	Description	Outcomes of Interest:
		Short-term and long-term
Orin Allen Youth Rehabilitation Facility (OAYRF) Deputies.	JJCPA funds are utilized to pay for three DPOs to provide aftercare and reentry services to male youth who have successfully completed a commitment, which could range from six months to a year, at the OAYRF. The OAYRF is an open setting ranch/camp facility that houses youth whose risk and needs indicate that placement in such a setting would aid in their rehabilitation. OAYRF DPOs allow for continuity of care as young men reintegrate into the community. The DPOs begin supervision during the custodial phase of the program and continue to provide service during transition and after release. Similar to other Contra County treatment program reentry models, case plans are developed with the youth and their family or support system that identify resources that continue to target the criminogenic needs identified earlier in the youth's program. DPOs also ensure that basic needs such as housing, food, ongoing education, AOD treatment through Reach Project, and employment services are met. Youth who complete the OAYRF program are connected to County providers such as behavioral health services to increase their opportunities for success.	<ul style="list-style-type: none">● Level of satisfaction of youth and families● How are the program goals and services correlated to the youth needs (i.e., how targeted are the programs to the known needs)?● Quality / success of service connection during this reentry phase● Are there concerns with accessibility for youth, families, and service providers?● What percentage of youth involved with the ranch "level up" to YOTP?● What are the long-term impacts of the Ranch compared to other secure-track options, such as YOTP and the Hall?● Youth who completed Ranch who end up with a 777 filed prior to completing probation (or within ____ months)●

Contra Costa County Juvenile Justice Coordinating Council

Data and Services Subcommittee: Annual Report Outcome Measurement

Program Name	Description	Outcomes of Interest: Short-term and long-term
La Familia	La Familia treats SUD using a combination of individual and group modalities both using evidence-based treatment interventions to treat a range of levels of use from mild to severe. La Familia designs adolescent programming on the following principles: Harm Reduction, Client Centered Treatment, Family Engagement, and Positive Youth Development. La Familia facilitates family engagement in treatment through encouraging open communication. La Familia provides outreach services, appropriate pro-social activities, and treatment. For consistency, La Familia staff will be trained in the cognitive behavioral substance abuse treatment CB-SA which Probation Officers are also trained in.	<ul style="list-style-type: none">How do youth access this program? (I know it was mentioned in the larger group that the contract has been under-utilized)
The Boys and Girls Club – Love Never Fails	Love Never Fails, in partnership with the Boys and Girls Club of Contra Costa County, will host a 13-week program (3 hours per week) on Human Trafficking Awareness. Love Never Fails is a non-profit organization which empowers all people to express and experience our best sense of humanity. Love Never Fails restores, educates and protects survivors of human trafficking and their communities. The mission of the Boys and Girls Club of Contra Costa County is	<ul style="list-style-type: none">How is this program personalized to the community needs?

Contra Costa County Juvenile Justice Coordinating Council
Data and Services Subcommittee: Annual Report Outcome Measurement

Program Name	Description	Outcomes of Interest: Short-term and long-term
	<p>to enable all young people to reach their full potential as productive, caring, responsible citizens.</p>	<p>STAND - Youth Education Support Services (YESS)</p> <p>STAND!'s Youth Education Support Services (YESS) is a prevention and intervention program focused on services for youth in West and East Contra Costa County. YESS intervenes in the lives of vulnerable youth in our community to decrease and prevent Teen Dating Violence (TDV), to build conflict resolution and leadership skills, and to develop a shared understanding of healthy relationships and gender roles.</p>

Contra Costa County Juvenile Justice Coordinating Council

Data and Services Subcommittee: Annual Report Outcome Measurement

Program Name	Description	Outcomes of Interest: Short-term and long-term
Bay Area Community Resources (BACR) and RYSE, Inc.	<p>Bay Area Community Resources (BACR) and RYSE, Inc. provide reentry to youth who have been or will soon be released from custody and participated in either YOTP or Girls in Motion. Reentry services include individualized case plans, case management, peer support groups, support for youth as they enter and navigate college, and transportation to services as needed. BACR provides assistance to youth and their families in East and Central County. RYSE offers Richmond and West County youth ages 13-25 assistance and services through the RYSE Center, a safe space dedicated for youth.</p>	<ul style="list-style-type: none"> ● Recidivism -- 777s filed or returns to custody within specified periods of time ● Level of satisfaction youth and families have with program ● Quality of service for each sub-program

Contra Costa County Juvenile Justice Coordinating Council

Data and Services Subcommittee: Annual Report Outcome Measurement

Program Name	Description	Outcomes of Interest: Short-term and long-term
Contra Costa County Public Defender's Office	<p>The Public Defender's Juvenile Education Advocate/Reentry Attorney provides holistic, civil legal services to youth impacted by the juvenile justice system to improve their educational outcomes, decrease youth homelessness, increase access to medical and mental health care, and increase employment opportunities. Services include:</p> <ul style="list-style-type: none">• Education - Representing students in school expulsion proceedings, increasing access to special education services and accommodations for students with disabilities, helping students reenroll in school after their release from facilities, and ensuring the timely transfer of credits.• Access to Public Benefits - Representing all Public Defender clients in Extended Foster Care proceedings to ensure their access to stable housing, financial assistance, and Medi-Cal.• Clean Slate - Representing youth and former juvenile clients in juvenile record sealing and expungement proceedings to prevent the denial of employment opportunities and occupational licenses.	<ul style="list-style-type: none">• Number of youth serviced and types of services provided

Contra Costa County Juvenile Justice Coordinating Council

Data and Services Subcommittee: Annual Report Outcome Measurement

Program Name	Description	Outcomes of Interest: Short-term and long-term
Youth Early Intervention Partnership	<p>In FY 2021-22, with the support of the JJCC, the county will seek to launch a new, innovative program called the Youth Early Intervention Partnership. The objective of the Partnership is to provide community-based case management, legal advocacy and support, and service connection to youth who have had contact with law enforcement but who have not yet been formally charged with a crime. The program will be designed to prevent or minimize system involvement for youth whose contact with law enforcement has not yet resulted in formal processing in the youth justice system.</p>	<ul style="list-style-type: none"> • New program in planning phase • So excited to see this in action...
	<p>The Partnership will be designed to further the prevention goals expressed in this Plan. A collaborative program among the Probation Department, Public Defender's Office, law enforcement agencies, and community-based service providers, its primary, JJCC-funded components will include, at a minimum, an Early Intervention Attorney in the Public Defender's Office who will provide legal advocacy and support to youth who have had law enforcement contact but who have not yet been charged with a crime, and who will assist with efforts to divert the youth from the justice system; one or more community-based Early Intervention</p>	

Contra Costa County Juvenile Justice Coordinating Council

Data and Services Subcommittee: Annual Report Outcome Measurement

Program Name	Description	Outcomes of Interest: Short-term and long-term
	<p>Case Managers who will receive referrals from the Early Intervention Attorney and the Probation Department to conduct strengths and needs assessments for referred youth and families, provide voluntary case management services, and to connect the youth and families to supportive services; and a Program Evaluator who will assist with data collection and program evaluation to ensure the program's efficacy and fidelity to the goals of the program.</p>	

Contra Costa County Juvenile Justice Coordinating Council
Data and Services Subcommittee: Annual Report Outcome Measurement

YOBG Funded Programs

Program Name	Description	Outcomes of Interest Short-term and long-term
Youthful Offender Treatment Program (YOTP)	<p>YOTP is a residential commitment program, housed in the Juvenile Hall, in which staffing and mental health services are funded by YOBG. The program's mission is to serve young males ages 16 to 21 by providing them with cognitive behavioral programming and the life skills necessary to transition back into the community. The YOTP program is a local alternative to a commitment to the DJJ for youth who have committed serious or violent offenses, but can be treated at the local level. Probation staff provide cognitive behavioral therapy (CBT) services, mental health staff provide therapy, and CBOs provide non-CBT services. YOTP works in conjunction with CBOs (BACR and RYSE) to provide a continuum of services upon reentry including life skills, FFT, substance use treatment, and/ or other mental health services.</p>	<ul style="list-style-type: none"> •
Community Options for Families and Youth (COFY)	<p>COFY offers therapeutic behavioral services, educational mental health management, trauma therapy, parent education, MST, and FFT.</p>	<ul style="list-style-type: none"> • Number of youth serviced and types of services provided

Contra Costa County Juvenile Justice Coordinating Council

Data and Services Subcommittee: Annual Report Outcome Measurement

Program Name	Description	Outcomes of Interest
Contra Costa County Office of Education (CCCOE)	CCCOE provides reentry education and career services. CCCOE works collaboratively with DPOs and community reentry service providers to support youth with in-custody and out-of-custody case planning. Additionally, CCCOE facilitates workforce program referrals, linkages to supportive services, and provides intensive case management services that include navigating the education system, school enrollment and advocacy and post-secondary career development.	<ul style="list-style-type: none">• Number of youth serviced and types of services provided

JJC Data & Services Subcommittee Annual Report Data Request

RDA will request or extract the following data for 2018 – 2020, by calendar year (as available).

Agency	Data Point	Primary Breakdown	Secondary Breakdowns
Probation	Referrals to Informal Probation	Referral Source	Age Race Gender Offense Offense Level Child Welfare Involvement
	Referrals to Formal Probation		
	Referrals to Formal Probation	Offense	Race
	Number in detention facility during year	Facility	Age Race Gender Offense Offense Level Child Welfare Involvement
	Number of youth on probation during year		
	Average length of stay in detention facility	Facility	Race (if available)
	Average length of time on probation	Race (if available)	--
	JAIS Risk Scores	--	--
	JAIS Assessed Needs	--	--
	OYAS Risk Scores	--	--
	OYAS Assessed Needs	--	--
	Number of Petitions Filed	Referral Source	
		Age	
		Race	
		Gender	
		Offense	
		Offense Level	
		Child Welfare Involvement	
	Court Disposition	Offense (top 5)	Race

Contra Costa County Juvenile Justice Coordinating Council
Data and Services Subcommittee: Annual Report Data Request

Agency	Data Point	Primary Breakdown	Secondary Breakdowns
	Wardship Placements	Offense (top 5)	Gender Child Welfare Involvement
	Number of Youth on Probation w/ Formal Probation Violations	Race Gender	
	Number of Youth on Probation with New Convictions within 3 Years After Completing Probation	Race Gender	
	Number and Percentage of Adults on Probation with Juvenile Record	Race Gender	
Department of Justice (Publicly Available)	Youth Arrest Data	Race Gender Offense Level	
District Attorney's Office	Referrals to Formal Diversion Program	Race Gender	
	Number of Cases Requested to be Transferred to Adult Court	Race Gender	
	Number of Cases Transferred to Adult Court	Race Gender	
Contra Costa County Office of Education	Number and Percent of Youth Enrolled in Mt. McKinley	Program (Martinez, Byron)	Residence District Race Age English Language Learner Learning Disability Status
	Average Number of Days Enrolled in in Mt. McKinley	Program	
	Number and Percent of Youth Suspended at Mt. McKinley	Race English Language Learner	
	Number and Percent of Youth with some other Correctional Action	Race English Language Learner	
	Number and Percent of Youth Earning High School Credits in School at Juvenile Hall	English Language Learner Foster Youth	

Agency	Data Point	Primary Breakdown	Secondary Breakdowns
	Number and Percent of Youth Making Learning Gains, by Subject	Learning Disability Status	
	Number of Youth who Graduate or Pass High School Equivalency Examination	Race English Language Learner	
	Number and Percent Re-enrolled in School after Leaving Detention	Race District Region	
	Number of Days to Re-enrollment after Leaving Detention (for discussion)		
Behavioral Health Department – Alcohol and Other Drug Services	Number of youth accessing substance use prevention and/or intervention services	Age Race Gender Region (TBD)	
Behavioral Health Department – Mental Health Services	Number of youth accessing mental health services	Age Race Gender Region	
Health Housing and Homeless Services	Number of Youth and Families with Unstable Housing	Race Region	
California Department of Education (Publicly Available)	Number of Percent of Youth Suspended	School District	
	Number and Percent of Youth Chronically Absent	Grade	
	Number and Percent of Youth Expelled	Gender	
	Number and Percent of Youth who Graduate	Race English Learner Status Disability Status	

Agency	Data Point	Primary Breakdown	Secondary Breakdowns
	California Health Kids Survey Data (TBD)		
Census (Publicly Available)	Youth Sociodemographic Data		

Other Data

Data points subcommittee members expressed interested in that will not be requested due to availability and/or scope.

Agency	Data Point	Breakdowns
Public Defender's Office	Number and Percentage of Cases Represented by the Public Defender's Office	Age Race Gender Offense Offense Level County Region
Probation	Youthful Offender Questionnaire Results	Age
	Detention Risk Assessment Instrument Scores	Race
	Criminal Thinking Scale Results	Gender
	Referrals to Probation	Neurodiversity LGBTQIA+
	Age at First Contact with Juvenile Probation	Age
	Family History of Justice System Involvement	Race
	Family History of Child Welfare Involvement	Gender
Law Enforcement Agencies	Agencies with Diversion Programs	Age
	Referrals to Informal Diversion	Race
	Referrals to Formal Diversion	Gender



Contra Costa County

REQUEST FOR PROPOSALS (RFP) #1805-291: *Juvenile Reentry Services*

The Contra Costa County Probation Department is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$250,000 for the provision of reentry services for juveniles between the ages of 15 and 21 served by County Probation for the period September 1, 2018 through June 30, 2019.

This RFP is a process by which the County solicits proposals of qualified responders who may be selected to enter into a contract with the County for the provision of these services.

Please read this entire packet carefully.

***Final responses will be due at 50 Douglas Drive Suite 201, Martinez, CA 94553
by 12:00 p.m. (noon) on Monday, July 2, 2018.***

Written questions about the RFP can be submitted to lesha.roth@prob.cccounty.us by 12:00 p.m. on Monday, June 18, 2018.

Thank you in advance for your efforts in preparing your response.



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RFP Timeline

1.	RFP announced	Monday, June 4, 2018
2.	Written Questions Due from Responders	Monday, June 18, 2018
3.	Addendum Issued	June 25, 2018
4.	Response Submission Deadline	12:00 p.m. (noon), Monday, July 2, 2018 Probation Department 50 Douglas Drive, Suite 201 Martinez, CA 94553
<i>No response will be accepted after this date and time. Postmarked, facsimiled, or e-mailed submissions will not be accepted.</i>		
5.	Review, rating, and interview process	July 9-13, 2018
6.	Notification of recommendations	July 16, 2018
7.	Appeal period	July 16-July 20, 2018
8.	Deadline to submit appeal letters	5:00 p.m., July 20, 2018
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the August 7, 2018 Board of Supervisors' agenda		



REQUEST FOR PROPOSALS #1805-291

“JUVENILE REENTRY SERVICES”

Statement of Work



I. Introduction

The Contra Costa County Probation Department is issuing this Request for Proposals (RFP) #1805-291 to receive Proposals from qualified contractors to provide reentry related services to youth who are currently served by County Probation.

Based on the response to this solicitation for Proposals, Contra Costa County (County) plans to contract with contractors for an initial period of September 1, 2018 through June 30, 2019. The County will retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by funded contractors during the initial contract period.

Private, not-for-profit organizations, and for-profit organizations with experience in providing services in the described areas are invited to submit Responses. If you are interested in and capable of providing the requested services by contract with the County, please carefully review the Request for Proposals (RFP) and submit your response as directed in the "Response Preparation Instructions." This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a response, nor will the County pay for any costs associated with the preparation of any response.

II. Synonymous Terms

As used throughout this RFP, the following terms are synonymous:

- A. Supplier, Vendor, Contractor, Successful Responder, Consultant
- B. Purchase Order, Contract, Agreement
- C. Services, Work, Scope, and Project
- D. Proposer, Responder, Respondent, Bidder, Organization
- E. "The County" refers to the County of Contra Costa, California.

III. Minimum Organizational Requirements

The County seeks to partner with eligible organizations that have expertise in delivering reentry services to a diverse juvenile population. Respondents must demonstrate understanding of the demographics and criminogenic needs of juvenile justice-involved individuals and clearly articulate a track record of experience providing commensurate evidence-based services and interventions. The successful responder must possess and demonstrate the following minimum requirements:

1. Service History: A documented history of similar or equivalent service delivery to juvenile justice involved populations for at least three years, including successful completion of contract deliverables and participation in a program outcome evaluation.



2. Justice System Collaboration: A history of prior successful collaboration with Probation, corrections, local law enforcement or other justice system stakeholders.
3. Evidence-Based Practices (EBP): Demonstrated knowledge of and commitment to implement evidence-based practices related to successful engagement in services of the target population described below in Section V. and recidivism reduction with individuals at risk of future justice system involvement.
4. Risk-Needs-Responsivity (RNR): Demonstrated understanding of criminogenic needs and the recidivism reduction strategies that rely on effectively responding to these needs. This should include an understanding of proper intervention dosage and duration levels.
5. Staff Training: Demonstrated capacity to provide project staff that are qualified and adequately trained to provide the intended services and able to maintain confidential offender record information (CORI). Bidder must commit to full participation of project staff in trainings provided through the County or other sources, including trauma-informed practices among other topics. County has the discretion to approve or disapprove the qualifications/training level of bidder's staff working with Probation clients.
6. Cultural Competency: Demonstrated understanding and capacity to deliver gender responsive services, in appropriate languages, at appropriate educational and literacy levels, that are within the context of an individual's cultural identity. To do this requires a demonstrated awareness, respect, and dynamic appreciation of the beliefs, practices, traditions, religions, personal history, and criminal justice experience of individuals who reside in the diverse local communities of Contra Costa.
7. Interagency Collaboration: Demonstrated interest and intent to collaborate with local county and non-profit service providers to obtain multi-disciplinary service delivery. A documented history of successful collaboration including shared case management and blended funding preferred. To demonstrate an ability to effectively collaborate, a bidder must demonstrate the willingness and ability of project staff to regularly communicate with the Probation Department through assigned Deputy Probation Officers and Supervisors.
8. Data Collection and Reporting: Demonstrated capacity and commitment to collecting and reporting all required data including service delivery statistics (number served, units of service, program dosage by client), and program-related impact and outcome measures.
9. Matching Resources: Current or potential sources of matching resources to supplement direct funding including leveraged funding or services, and volunteer hours. Since the available funding is not adequate to meet the anticipated level of need, qualified organizations that demonstrate the capacity to access additional resources may be prioritized.



10. Licensing/Certification Requirements: Successful bidders must have and maintain all appropriate licenses, permits, and certifications as required by the laws and regulations of the United States, State of California, Contra Costa County, and all other appropriate government jurisdictions and agencies.
11. Trauma-Informed Principles and Practices: Demonstrated knowledge of, and commitment to, the use of trauma-informed principles and practices in service delivery to ensure a focus on personal safety; help clients develop effective coping skills; build health relationships that foster growth; and develop strong, positive interpersonal support networks.



IV. Background

As part of a Challenge grant received in 1996, and consistent with California Welfare and Institutions Code (WIC) § 749.22, the County created the Juvenile Justice Coordinating Council (JJCC). The purpose of the JJCC was to create the County's comprehensive multiagency plan called "The Juvenile Justice Action Plan". In 2016, the statutory requirement for counties to create this annual action plan was combined with the reporting requirements of the Youthful Offender Block Grant (YOBG) creating what is now called the "Consolidated Annual Plan".

In 2000, the California state legislature passed the Schiff-Cardenas Crime Prevention Act, which authorized funding for county juvenile justice programs and designated the Board of State Community Corrections (BSCC)¹ to distribute the funds. In 2001, the Juvenile Justice Crime Prevention Act (JJCPA) was created by passage of California's Crime Prevention Act of 2002 to provide a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk youth. Contra Costa County has historically used, and continues to use, this funding for programs that have been previously shown to have promising/positive outcomes including support for Deputy Probation Officers (DPOs) in high schools throughout the County, DPOs that work from local police departments, aftercare DPOs at the Orin Allen Youth Rehabilitation Facility (OAYRF), and the provision of Functional Family Therapy (FFT). In its most recent Consolidated Annual Plan that was submitted to the BSCC on May 1, 2018, the County proposed using JJCPA funding to enhance juvenile reentry services in all regions of the county.

In addition to JJCPA funding, the Consolidated Annual Plan describes the use of YOBG funding. The YOBG was enacted in 2007 as part of the state's decision to transfer to local Probation Departments the responsibility to care for youth who were no longer eligible to be committed to the state's Department of Juvenile Justice (DJJ). "Allocations from the YOBG shall be used to enhance the capacity of county probation, mental health, drug and alcohol, and other county departments to provide appropriate rehabilitative and supervision services to youthful offenders."³ Contra Costa County has used this funding to offset the cost of the custodial treatment program for young men named the Youthful Offender Treatment Program (YOTP), and the custodial treatment Girls in Motion Program (GIM) for young women; both located inside the County's Juvenile Hall.

Contra Costa County applied for and received the Edward Byrne Memorial Justice Assistance Grant in November 2014. The grant initiative, known locally as the Youth Justice Initiative (YJI), included the creation of a Reentry Success Team that was designed to provide comprehensive post-disposition reentry and aftercare services to improve outcomes and reduce recidivism for juvenile probationers throughout the county. The conclusion of the YJI grant term is fast approaching, the Probation Department is seeking to continue some of the reentry services that originated with YJI by utilizing JJCPA funding to create juvenile reentry specialist positions within community based organizations that will enhance current reentry services for

1 When this legislation was originally passed, this state agency was known as the California Board of Corrections.

2 See Assembly Bill No. 1913; Chapter 353, Statutes of 2000.

3 See WIC § 1951.



juveniles who are integrating back to their communities after completing a commitment to YOTP, GIM, or the OAYRF treatment programs.

V. Target Population in Contra Costa County

The target population to be served includes minors and young adults (“youth”) who are reintegrating into the community after completing the custodial portion of the YOTP, GIM or OAYRF treatment programs. This population generally has a high level of need with regard to family reunification, housing, employment and education. Other needs can include mental health, substance use, transportation, food and developing positive peer and family relations.

The target population will reside in all three geographical areas of the county; east, west, and central.

VI. Funding

Up to \$250,000 (two hundred fifty thousand) JJCPA dollars are allocated in 2018-2019.

Contractor may request all or partial funds to provide services by region or county-wide. If necessary, funding may be split equally for the central, east and west regions of the county.

The contract(s) resulting from this RFP may potentially be renewable at the sole discretion the Board of Supervisors. Subject to availability of sufficient funding, it is anticipated that approximately \$300,000 (three hundred thousand dollars) will be made available for the fiscal year 2019-2020.

VII. Purpose, Scope of Services of RFP

A. Purpose:

Responses must discuss the ability to provide the target population (described in Section V above) with all the services described below, and do so in each region, or a specific region, of the county. From January 1 to May 10, 2018, there have been a total of 63 youth that have completed the custodial portion of YOTP, GIM and the OAYRF treatment programs. This has led to these young people returning to the County’s three geographic regions as follows: West County (16), Central County, including Bay Point (24), and East County (23).

B. Scope of Services

Contractor must hire and supervise an adequate number of staff in the role of Reentry Specialist that will provide the following services for approximately 20-25 youth at any given time per Specialist.



A. Reentry Planning

1. Develop in-custody or out-of-custody individualized case plans collaboratively with the Deputy Probation Officer with a focus on needs responsiveness and that could include, but is not limited to, health and dental care, navigating the educational system, support preparing for and entering secondary education, assistance with obtaining a driver's license or identification, navigating benefits, housing, job searching and soft skills training.
2. Provide culturally-relevant services, intensive case management and restorative approaches to boost the client's self-awareness, ability to make positive decisions, and ability to cope with stress in positive ways.
3. Facilitate development of short and long-term goals in coordination with youth, their family, and other justice stakeholders (as needed) for successful reentry and reintegration into the community.
4. Facilitate referrals and follow up care with mental health and substance use resources.

B. Case Management

1. Identify youth's needs and goals.
2. Identify youth's assets and plans to cultivate them.
3. Identify specific barriers to youth's success and steps to be implemented to overcome them.
4. Serve as education advocates insuring that youth are properly enrolled in school and/or receiving educational services to include college preparedness and guidance (if appropriate).
5. If appropriate, make referrals and provide assistance with job readiness to include help with obtaining job appropriate clothing.
6. Identify supportive services needed including basic needs, health, mental health, housing, and familial supports. Help youth and their families navigate and receive said services.
7. Help youth and their families navigate and apply for public benefits.
8. Actively participate in transitional meetings that may include Probation, School, Mental Health, the youth, the youth's family and other necessary



providers while the youth is in the custodial treatment program.

9. Assist youth and their families as needed with reunification.
10. Collaborate case planning with the Deputy Probation Officer and provide weekly updates.
11. Provide services to the youth and their families outside of regular business hours and in their homes.
12. Provide a minimum of six (6) months of follow-up services to youth after their exit from the custodial portion of the treatment program.

C. General support

Provide access to additional supportive programming, activities, and services at any agency location including:

1. Peer support groups resulting in expanded pro-social networks.
2. Assessment and skill monitoring on numeracy/literacy, work readiness and social emotional needs connected to youths' identified short- and long-term goals.
3. Transportation of youth to services as needed.

D. Administrative Services

Provide Project management and general administrative services including:

1. Data collection and analysis.
2. Reports submission.
3. Budget preparation, resource management and timely invoicing.
4. Recruitment and retention of qualified staff necessary to successfully perform this contract.

VIII. Contract Monitoring

The Probation Department will actively manage any contract for services entered into as a result of this RFP process, and will:

- a. Monitor subcontracts written by and entered into by the contractor;



- b. Provide information to contractors concerning additional State or County data requirements not provided herein.
- c. Review performance data to determine if contractor's performance has been satisfactory, and their services have been effective.

At a minimum, contractors will be expected to:

- a. Be able to enter into contract and begin service delivery within two months of award;
- b. Perform all services without material deviation from an agreed-upon Service Plan;
- c. Complete progress reports on templates and in time frames defined by County;
- d. Maintain adequate records of service provision to document compliance with the agreed upon Service Plan and complete forms supplied;
- e. Cooperate with the collection and reporting of other fiscal/administrative/service data related to the services in the agreed upon Service Plan as requested by the County.



REQUEST FOR PROPOSALS #1805-291

“JUVENILE REENTRY SERVICES”

RFP Requirements and Instructions



RFP Requirements and Instructions for Responders

The responder requirements in this section are mandatory. Contra Costa County reserves the right to waive any nonmaterial variation.

1. All responders shall submit one (1) original response package and five (5) complete copies of the response, under sealed cover, by mail or hand-delivery to the Probation Department 50 Douglas Drive, Martinez, CA 94553 to be received **no later than 12:00 p.m. on Monday July 2, 2018**. Each submission must be marked on the outside with the Responder's name and RFP# 1805-291. Any response received after the deadline will be rejected. Postmarks, faxed and e-mailed submissions are not acceptable.
2. The Probation Department will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per the RFP. Responders that are non-compliant with technical requirements will not move forward to the Review Panel.
3. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
4. A response may be withdrawn in person prior to **12:00 p.m. (noon) on July 6, 2018**. If withdrawing a response, the responder must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to his/her withdrawal of the response.
5. Any questions regarding this RFP should be emailed to Lesha.Roth@Prob.cccounty.us on or before 12:00 p.m. on June 18, 2018. Please include RFP #1805-291 in the subject line.
6. The Probation Department may amend this RFP, if needed, to make changes or corrections to specifications or provide additional data. Amendments will be posted at <http://www.co.contra-costa.ca.us/198/Probation>. The Probation Department may extend the RFP submission date, if necessary, to allow responders adequate time to consider additional information and submit required data.
7. The RFP process may be canceled in writing by the Probation Department prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the best interest of the County.
8. With respect to this RFP, the County reserves the right to reject any, some, or all responses. The County reserves the right to negotiate separately in any manner to serve the best interests of the County. All responses become property of the County, without obligation to any responder.
9. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFP. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response.



Evaluation criteria and scoring factors are described below.

10. A Review Panel will evaluate responses received. On the basis of panel ratings recommendations, the Probation Department will make recommendations to the Contra Costa County Board of Supervisors. Responders will be notified of this recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a response.
11. Only responders submitting a response in accordance with RFP#1805-291 may appeal the RFP process. Appeals must be submitted in writing and should be addressed to Lesha Roth, Assistant Chief Probation Officer, Probation Department and received at 50 Douglas Drive, Suite 201, Martinez, CA 94553, no later than **5:00 p.m. on July 20, 2018**. Notification of a final decision on the appeal shall be made in writing to the appellant, by the Probation Department, within five (5) days of the appeal being properly submitted and the decision of the Probation Department on the appeal shall be final. When submitting an appeal, the appellant must clearly state the action appealed, the harm to the appellant, and the action sought. Appeals shall be limited to the following grounds:
 - Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
 - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - A violation of State or Federal law.
12. Successful responders will be expected to promptly enter into contract negotiation with the Probation Department. This may result in mutually agreed upon changes in plans or activities identified in the response. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFP.
13. Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of a contract for services formed as a result of this RFP process.
14. The Probation Department will actively monitor service implementation and delivery and provide contract management activities on behalf of the county. Any material breach of contract requirements will constitute grounds for terminating the contract.
15. Each response to this RFP will be a public record that will be subject to disclosure under the California Public Records Act (Government Code, § 6250, et seq.) and the County's Better Government Ordinance (County Ordinance Code, Title 2, Division 25).
16. All contracted parties must agree to implement the County's alcohol/drug abuse prevention/treatment policy and comply with related monitoring and evaluation



procedures.



REQUEST FOR PROPOSALS #1805-291

“JUVENILE REENTRY SERVICES”

RESPONSE PREPARATION INSTRUCTIONS



Response Preparation Instructions

RESPONSE INSTRUCTIONS

1. Responses must be in the form of a package containing a complete response and all required supporting information and documents. Each responder must submit one (1) original package and five (5) complete copies with attachments included.
3. Response materials are to be double-spaced on 8 1/2" x 11" paper (*recycled preferred*) with no less than 1" margins on all sides, using an easy to read 12-point font. **Total response should not exceed 8 pages excluding cover sheet, table of contents, budget and budget narrative, and required attachments.**
4. Pages of the written narrative of the response must be stapled together and numbered consecutively with each section identified by an appropriate Roman numeral.
5. Forms 1-4 (attached to this RFP) are to be fully completed and attached to the rest of the response in the order indicated on the Respondent's Checklist.
6. All information in the response package must be presented in the following sequence.

PROPOSAL OUTLINE

SECTION I - INTRODUCTION

I.1 Proposal Cover Statement (Form #1)

The Proposal Cover Statement with original signatures, **in blue ink**, of the bidder's Board of Directors' President and Executive Director attached to the original of the proposal must precede the narrative. Copies of the form must also serve as a cover page to the remaining five (5) proposal copies submitted.

I.2 Table of Contents

Include a table of contents using Attachment A as your guide.

SECTION II—PROGRAM NARRATIVE

II.1 Agency Overview (1 page or less)

- A. State your agency's mission and its overall service philosophy.
- B. Describe briefly:
 1. Your agency's primary program services;



2. Agency's years in operation and number of years providing services described in this RFP;
3. Current service population(s): number of clients, demographic and geographic information;
4. Staffing pattern (size, composition, education level);
5. Location of administrative and program office(s);
6. History of collaboration with other service providers;

II.2 Program Proposal (7 pages or fewer)

1. Organizational Capacity to Provide Services

- a. Describe your organizational capacity to perform juvenile reentry services described herein and provide an organizational chart. *Organizational chart will not count towards page limit.*
- b. Submit a staffing plan for all staff working directly or indirectly in this program, including: staff name and job title; time allocated to program; duties/activities. Attach a current resume or CV for each staff position proposed for this program of services, and the executive management of the organization. Describe briefly how the staffing plan meets the needs of the Network Management Team. *Clearly indicate positions you will need to hire, and any attached resume or CV will not count against any page limit.*
- c. Discuss your staff's expertise as it relates to knowledge of available community resources, evidence-based practices, trauma-informed care, and client-centered service approaches.
- d. Describe your staff's experience and expertise in meeting the needs of diverse sub-populations, including transitional age youth, LGBTQ, non-English speakers, and dually-diagnosed individuals.

2. Program evaluation – outcomes

- a. Describe with specificity how your organization will determine the success of the program and the quality of the services provided.
- b. How will service delivery be monitored and evaluated?
- c. What data will your organization collect and report?
- d. How will your organization use that data for program improvement?

3. Collaboration and Coordination



- a. Indicate how you anticipate the program will interface with the Probation Department, and other public and private agencies serving the same target populations or providing related services.
- b. Articulate strategic partnerships with a range of reentry service providers, so that clients have efficient access to relevant treatment, financial literacy/money management, mental health, education, employment and other personal development opportunities in addition to sober, safe and dignified housing.
- c. Describe your knowledge of and experience collaborating with and/or making/receiving referrals with community-based service partners, County departments, criminal justice system partners and other relevant agencies/organizations.

4. Implementation

- a. Attach a timeline that includes all phases of implementation, project milestones, and key activities of staff. *The timeline will not count towards any page limit.*
- b. Discuss how, where, and by whom specific services would be provided. Office locations should be described.

SECTION III. - BUDGET INFORMATION

III.1 Fiscal Management Information

- A. Provide a brief description of the agency's accounting system and internal controls.
- B. Explain how your fiscal system is administered and by whom.

III.2 Line-Item Budget and Budget Narrative

- A. Complete a line-item budget for all programs, showing all costs. The Budget should include a breakdown of all costs that demonstrates computations for each budget category (i.e., Personnel, Benefits, Supplies, Local Travel, etc.) Budgets should also clearly indicate the availability of matching resources and their source for additional points. *Proposed budgets are expected to be complete, reasonable, cost effective, and necessary for proposed activities.*

B. Program Budget Narrative

Each budget cost item must be detailed in the narrative and should reflect the basis for the computations. *Every item must be completed, if applicable. Minimal*



narrative requirements are described below:

1. Administration and Support

Include supervisors, directors, clerical support staff, and administrative staff with no service delivery responsibilities. Divide the salaries of staff with both "Service Delivery" and "Administration" responsibilities in proportion to the time allotted for each activity.

List such staff in both categories. Indicate titles, rate of pay, time allotted to program and full-time equivalent positions (FTEs). Explain in narrative.

Indirect administrative costs should not exceed 15% of total request.

2. Program Staff

Include all staff involved in service delivery. Indicate titles, rate of pay, time allotted to program and FTEs.

3. Payroll Fringe Benefits

Report estimated costs of benefits, vacations, sick leave and training days on the line-item budget. Narrative shall list staff by title, FTEs, pay rate and amount of time allocated. Include for each staff title by type (FICA, SUI, FUTA, Worker's Compensation, leave and health and other insurance), applicable rates or basis.

4. Operations

a. *Occupancy*

Describe all applicable factors (e.g. rent/leases) and basis for allocating cost to program.

b. *Utilities*

Describe all applicable factors and basis for allocating cost to program.

c. *Telephone, Postage, Insurance, Equipment*

List by type, justification of cost and basis for allocating cost to program.

d. *Printing/Photocopying*

List cost by type and describe justification for cost and basis for allocating costs to program.

e. *Materials*

List by type and describe justification of cost.



f. *Travel*

Describe type, justification, and basis of cost. Include service delivery, administration mileage and transportation costs for clients.

g. *Miscellaneous*

Indicate kinds of anticipated miscellaneous costs, such as childcare for clients while receiving services. Each item over \$100 should be explained individually.

IV. Letters of Recommendation

Provide no more than three (3) relevant letters of recommendation, which are no more than two pages in length. These letters should speak specifically to the services you are seeking to provide and your organization's demonstrated experience and expertise related to multi-sector systems of care for justice-involved populations.



REQUEST FOR PROPOSALS #1805-291

“JUVENILE REENTRY SERVICES”

RESPONSE REVIEW AND SELECTION



Response Review and Selection

All responses submitted in compliance with the RFP requirements will be eligible for review and selection.

Response Selection Methodology:

- A. Probation staff will review each response's adherence to RFP specifications, including:
 - 1. Forms and Attachments
 - 2. Response Narrative
 - 3. Budget Information
- B. All responses deemed responsive will be referred to the RFP Review Panel.
 - 1. The Review Panel will review all qualified responses and evaluate and score all responses utilizing the Rating Sheet on page 25.
 - 2. Interviews may be conducted the week of July 9-13, 2018, as needed.
- C. The Probation Department will make recommendations for contract awards to the Board of Supervisors after considering the recommendations of the Review Panel.



REQUEST FOR PROPOSALS #1805-291
“JUVENILE REENTRY SERVICES”

Rating Sheet



Rating Sheet

Responses will be rated as follows with a maximum score of 100:

Program Elements and Possible Score

- I. Cover Statement and Table of Contents *(required but not rated)*
- II.1. Agency Overview 0-15
1. Organization's overall services/history (10 pts.)
 2. Administrative and program offices locally based (3 pts.)
 3. Demonstrated history of collaboration (2 pts.)
- II.2. Program Proposal 0-75
1. Capacity to Provide Services (30 pts.)
 2. Program evaluation/outcomes (15 pts.)
 3. Collaboration with other organizations/Coordination (10 pts.)
 4. Program Implementation (20 pts.)
- III.1. Fiscal Management Information *(required but not rated)*
- III.2. Program Budget/Narrative 0-10
- Budget complete, reasonable, cost-effective, and necessary. (7 pts.)
- Matching/leveraged resources (3 pts.)

Total: 100 pts.



REQUEST FOR PROPOSALS #1805-291

“JUVENILE REENTRY SERVICES”

ATTACHMENT A

REQUIRED ATTACHMENTS AND CHECKLIST



Required Attachments and Checklist

Each respondent must submit a response in the following order with documents as described (unless otherwise noted). Duplicate enclosed forms as necessary.

- ☐ **A. Proposal Cover Statement (Form #1)** attached as cover to each proposal
- ☐ **B. Table of Contents**
- ☐ **C. Program Narrative**
- ☐ **D. Agency Organizational Chart**
- ☐ **E. Job Descriptions and Resumes** of Executive Director and key program staff
- ☐ **F. Implementation Timeline**
- ☐ **G. Budget Information**
- ☐ **H. Letters of Recommendation**

- ☐ **I. List of Agency Board of Directors (Form #2)**

- ☐ **J. Bidder's Statement of Qualifications (Form #3)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. *(Form #3 with original signatures must accompany original proposal.)*
- ☐ **K. Bidder's Contracts and Grants (Form #4)**, completed and signed by the Agency Executive Director and the President of the Board of Directors. *(Form #4 with original signatures must accompany original proposal.)*



REQUEST FOR PROPOSALS #1805-291

“JUVENILE REENTRY SERVICES”

FORM 1

Proposal Cover Statement



FORM #1

PROPOSAL COVER STATEMENT

Juvenile Reentry Services

Applicant
Organization _____
Business
Address _____

Phone _____ email: _____ Year Organization Founded _____
Contact Person & Title _____
501(c)3 ☐ yes Exemption Expiration Date _____
☐ no Other (explain): _____

Federal Employer Number: _____

We submit the attached proposal and attachments in response to Contra Costa County's Request for Proposals #1805-291, and declare that:

If the Board of Supervisors of Contra Costa County accepts this proposal, we will enter into a standard contract with Contra Costa County to provide all work specified herein as proposed or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.

Authorized representatives: (two signatures required)

Name: _____ Date: _____

Signature: _____
Executive Director

Name: _____

Signature: _____ Date: _____
Board President

This form must accompany the proposal package when submitted. Only one copy with original signatures is required.



REQUEST FOR PROPOSALS #1805-291

"JUVENILE REENTRY SERVICES"

FORM 2

Current Board of Directors



FORM #2

CURRENT BOARD OF DIRECTORS

1. Number of Board members required by agency's bylaws: _____
2. Number of members on current Board: _____
3. When and how often does the Board meet: _____
4. List current Board members below (or attach Board List in this format):

<u>Name of Member</u>	<u>City of Residence</u>	<u>Occupation/Affiliation</u>	<u>Board Position</u>
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5. Describe key roles and responsibilities of the Board: _____



REQUEST FOR PROPOSALS #1805-291

“JUVENILE REENTRY SERVICES”

FORM 3

Bidder's Statement of Qualifications



FORM #3

BIDDER'S STATEMENT OF QUALIFICATIONS

1. List any licenses or certifications held by the agency, with expiration dates.

2. (a) Who administers your agency's fiscal system?
Name: _____
Phone: _____
Title: _____
Work Schedule: _____

(b) What CPA firm maintains or reviews the agency's financial records and annual audit, if applicable?
Name: _____
Phone: _____ Address: _____

3. Number of years bidder operated under the present business name. ____
List related prior business names, if any, and timeframe for each.

4. Number of years bidder has provided the services described in this proposal or related services. ____

5. Has bidder failed or refused to complete any contract? ☐ Yes ☐ No
If yes, briefly explain:

6. Is there any past, present, or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? ☐ Yes ☐ No
If yes, briefly explain.



FORM #3, Cont.

7. Does bidder have a controlling interest in any other firm(s)? ☐ Yes ☐ No
If yes, please list below.
8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? ☐ Yes ☐ No
If yes, specify below.

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

Name and Title
(Executive Director)

Date

Name and Title
(Board President)

Date



REQUEST FOR PROPOSALS #1805-291
"JUVENILE REENTRY SERVICES"

FORM 4

Contracts and Grants



FORM #4

CONTRACTS AND GRANTS

1. List current contracts and subcontracts including government contracts and/or grants:

Contact Name/Phone #
of Contractor/Grantor

Services Provided
Under Contract

Contract
Dates

2. List key contracts/grants completed in the last five years, including government contracts/grants:

3. Bidder agrees to allow County to contact contractors for information relative to bidder's performance. **(Sign below)**

Name and Title
(Executive Director)

Date

Name and Title
(Board President)

Date



REQUEST FOR PROPOSALS #1805-291
"JUVENILE REENTRY SERVICES"

General Conditions of County Contract



General Conditions

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.



4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written



document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.



14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.



18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein



no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.



25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and



(C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contra
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REQUEST FOR PROPOSALS (RFP) #0615
Functional Family Therapy (FFT)

The Contra Costa County Probation Department is pleased to announce the availability of up to \$824,000 for Functional Family Therapy (FFT) services, for the period August 15, 2015 through June 30, 2018.

This RFP is a process by which the County solicits proposals of qualified responders who may be selected to enter into a contract with the County.

Please read this entire packet carefully.

**Final responses will be due at 50 Douglas Drive, Suite 201, Martinez CA 94553
by 5:00 p.m. on Wednesday, July 22, 2015.**

Written questions about the RFP can be submitted to James.Rivers@prob.cccounty.us
by 5:00 p.m. on Friday, July 17, 2015.

Thank you in advance for your efforts in preparing your response.



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LEGAL CLASSIFIED NOTICE

CONTRA COSTA COUNTY REQUEST FOR PROPOSAL #0615 FOR FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

The Contra Costa County Probation Department announces the issuance of Request for Proposals (RFP) #0615 making available up to \$824,000 for qualified organizations to provide Functional Family Therapy (FFT) services, for the period August 15, 2015 through June 30, 2018.

Responses are due by **5:00 p.m. on Wednesday July 22, 2015**, without exception. Additional information and/or an RFP copy is available at website: <http://www.co.contra-costa.ca.us/198/Probation> or by calling (925) 313-4195.



RFP TIMELINE

1. RFP announced: Wednesday, June 24, 2015
2. Written Questions Due from Responders: 5:00 p.m., Friday July 17, 2015
3. Response Submission Deadline: 5:00 p.m., Wednesday July 22, 2015
Probation Department
50 Douglas Drive, Suite 201
Martinez, CA 94553

No Response will be accepted after this date and time. Postmarked, facsimiled and e-mail submissions will not be accepted.

4. Review and rating process: from July 23-July 31, 2015
5. Notification of award recommendations: August 3, 2015
6. Appeal period: August 3-August 7, 2015

Deadline to submit appeal letters: 5:00 PM, August 7, 2015.

7. Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the **August 18, 2015** Board of Supervisors' agenda



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REQUEST FOR PROPOSALS #0615
FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

<i>Project Description</i>



I. Introduction

The Contra Costa County Probation Department is issuing this Request for Proposals (RFP) #0615 to receive proposals from qualified organizations to provide Functional Family Therapy (FFT) services. Based on the response to this solicitation for proposals, Contra Costa County (County) plans to contract with an organization for the period August 15, 2015 through June 30, 2018. The County will retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by the funded organization during the initial contract period.

Organizations with experience providing Functional Family Therapy (FFT) services are invited to submit responses.

If your organization is interested and capable of providing the requested services by contract with the County, please carefully review the Request for Proposals (RFP) and submit your response as directed in the "Response Preparation Instructions." This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a response, nor will the County pay for any costs associated with the preparation of any response.

II. Synonymous Terms

As used throughout this bid and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor, Successful Responder, Consultant
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Proposer, Responder
2. "The County" refers to the County of Contra Costa, California.

III. Background

The fiscal year 2014-15 State Budget Act appropriated Recidivism Reduction Funds for MIOCR grants to support appropriate prevention, intervention, supervision, services and strategies aimed at reducing recidivism in California's mentally ill offender population and to improve outcomes for these offenders while continuing to protect public safety. Penal Code Section 6045 required that the Board of State and Community Corrections (BSCC) award grants totaling \$17.1 million to counties on a competitive basis, with half of the funding to be awarded to projects designed for mentally ill adult offenders and half to be awarded to projects that target mentally ill juvenile offenders.

It further required that grant funds be awarded to implement locally developed, collaborative and multidisciplinary projects that provide a cost-effective continuum of responses designed to reduce jail crowding, provide youthful offenders with alternatives to detention, reduce crime and criminal justice costs as they relate to the mentally ill, and maximize available and/or new local resources



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for prevention, intervention, detention and aftercare services for adult and juvenile mentally ill offenders.

The BSCC received 20 proposals for adult MIOCR projects requesting \$19.2 million and 15 proposals for juvenile MIOCR projects requesting \$13.4 million. Proposals were submitted by 24 counties, with 11 of those counties applying for both adult and juvenile funding. Contra Costa County submitted a proposal for juvenile funding titled "Transitioning Out to Stay Out (TOSO)."

On June 15, 2015 Contra Costa County Probation was notified that their juvenile proposal was approved for funding.

IV. **Funding**

The contract funding for the period of August 15, 2015 through June 30, 2018 is up to \$824,000. The County has the ability to award the successful bidder contract extensions based upon satisfactory performance and available funding. The Contra Costa County Probation Department will administer these funds.

This RFP will result in a single award. RFP response scoring (rankings) by the Review Panel may be utilized for additional contract awards at a future date.

V. **Scope of Service**

A. **Population to be served:**

The target population for TOSO is youth at the highest risk for recidivism. The population has been remanded to in-custody treatment due to chronic offending, Commercially sexually exploited youth (CSEY), and/or violent crime. Currently, Multisystemic Family Therapy is offered to Contra Costa County 12-17 year olds who are at a moderate-high risk of offending. Multidimensional Family Therapy is provided to 12-17 year old juvenile offenders with substance abuse problems. The target population for this program is 16-21 year olds who are at risk for or are being exploited. TOSO services will expand the mentally ill juvenile offender population that is receiving comprehensive, evidence-based treatment to reduce recidivism by 1) including families with high risk 12- to 19-year old male offenders exiting in-custody treatment or non-County placement in a family therapy intervention and 2) expanding the services offered CSEY to include transitional Functional Family Therapy for 12- to 19-year old girls.

B. **Services:**

Functional Family Therapy (FFT) will be provided on a quarterly basis to approximately 6 youth exiting Youthful Offender Treatment Program (YOTP), 4 youth exiting Girls in Motion (GIM), 2 girls who complete the Reluctant to Rescue project, 12 former YOTP and GIM youth and/or their siblings who remain on probation, 10 youth returning from non-County placement and 16 youth released from the ranch. The total number of families receiving FFT each quarter is projected at 50, or 200 each year of the grant. Contractor will hire 3 full-time



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therapists and one part-time supervisor to implement TOSO. Each therapist will have a case load of 10 to 15 cases and will involve 8 to 30 sessions (12-15 sessions is the average range). Eligibility criteria for FFT include 1) achieved the final phase of the in-custody YOTP or GIM treatment program or has a court order to be released from the ranch or a non-County placement or is the sibling of a former YOTP or GIM participant and is on formal probation, 2) plans to return to or is living in the home of a parent/guardian in Contra Costa County, 3) 12-19 years of age and 4) a court order for treatment and/or a parent/guardian who is amenable to family services. Priority will be given to older youth and to those with a sibling or a parent involved in the justice system. Youth and caregivers will meet with FFT therapists while the youth is still in custody in order to make plans for transition from in-custody treatment to the community.

The treatment will be provided in three distinct clinical phases: Engagement and Motivation, Behavior Change and Generalization. During each phase different assessment strategies, therapy goals, and therapist skills should be utilized to guide families through a systematic process of change.

The goals of the first phase are to engage the family members in a therapeutic alliance, reduce shaming and blaming and establish an optimistic outlook about making changes. Validating feelings and reframing behaviors and motivations are pertinent therapeutic skills used during this phase.

The second phase will focus on identifying and targeting specific risk behaviors. The therapist should teach and reinforce effective family functioning, focusing on skills such as clear communication, parental supervision and parental support, conflict management, and problem solving. The goals of the second phase are to reduce risk and increase protective factors. Specifically, the therapist works with the family to decrease neglectful, harsh and coercive parenting and to improve the consistency and productivity of parent-child communication.

During the third and final phase, the therapist and family members work to generalize the positive behaviors practiced within the family to relations outside of the family. Interactions are addressed with extended family, school personnel, the juvenile justice system, and relevant support persons in the broader community. A secondary goal is to plan for a possible relapse – an expected hurdle in the change process. Many families benefit during the final phase of treatment from booster sessions to support them as they transition from FFT to self-sufficiency. Typically, FFT is delivered in 12-15 sessions over 8-26 weeks, though outreach activities prior to the first session may require several contacts. Full-time FFT therapists are expected to carry caseloads of 10-15 families. A web-based clinical services system is required of FFT therapists and is used to organize and track family services and to guide therapists so they provide FFT with fidelity. The online system offers therapists a secure place to maintain progress notes, document services delivered, store assessment and outcome data, and note compliance and competence in implementing FFT.



VI. Staffing Requirements

- A. Bidder agrees to hire three fulltime therapists and one halftime supervisor to be assigned to this program. The program's success is incumbent upon qualified staff being hired and trained in a timely manner. Bidder should be prepared to hire staff soon after the contract is awarded.
- B. Preferably Bidder's staff should be a masters level clinician but a bachelors level practitioner is acceptable.
- C. Bidder's staff must be prepared to receive training in Functional Family Therapy (FFT) to provide required services and maintain fidelity with the FFT model. The Probation Department will arrange and support training.
- D. Preferably Bidder's staff will have a demonstrated competency working with juveniles offenders.
- E. County has the discretion to approve or disapprove the qualifications/training level of Bidder's staff working with Probation clients.

VII. Contract Monitoring and Evaluation

The County Probation Department will actively monitor services provided in this contract.

At a minimum, contractors will be expected to:

- 1. Perform all services without material deviation from an agreed-upon Service Plan.
- 2. Complete quarterly progress report forms supplied by County.
- 3. Maintain adequate records of service provision to document compliance with Service Plan and complete forms supplied.
- 4. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.

The Probation Department will:

- 1. Provide information to contractors concerning additional State or County data requirements not provided herein.
- 2. Gather data and information to evaluate services and outcomes.



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REQUEST FOR PROPOSALS #0615

FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

RFP Requirements and Instructions for Responders



RFP REQUIREMENTS AND INSTRUCTIONS FOR RESPONDERS

The responder requirements in this section are mandatory. Contra Costa County reserves the right to waive any nonmaterial variation.

1. All responders shall submit one original response package and six (6) complete copies of the response, under sealed cover, by mail or hand-delivery to the Probation Department at 50 Douglas Drive, Suite 201, Martinez, CA 94553 to be received **no later than 5:00 p.m. on Wednesday, July 22, 2015**. Each submission must be marked on the outside with the Responder's name and RFP #0615. Any response received after the deadline will be rejected. Postmarks and faxed submissions are not acceptable.
2. The Probation Department will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per the RFP. Proposers that are non-compliant with technical requirements will not move forward to the Review Panel.
3. Responses and required attachments shall be submitted as specified and must be signed by officials authorized to bind the responder to the provisions of the RFP. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
4. Any questions regarding this RFP should be emailed to James.Rivers@prob.cccounty.us on or before 5:00 p.m. on July 17, 2015. Please include RFP #0615 in the subject line.
5. The Probation Department may amend this RFP, if needed, to make changes or corrections to specifications or provide additional data. Amendments will be posted at <http://www.co.contra-costa.ca.us/198/Probation>. The Probation Department may extend the RFP submission date, if necessary, to allow responders adequate time to consider additional information and submit required data.
6. The RFP process may be canceled in writing by the Probation Department prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the best interest of the County.
7. With respect to this RFP, the County reserves the right to reject any, some, or all



responses. The County reserves the right to negotiate separately in any manner to serve the best interests of the County. All responses become property of the County, without obligation to any responder. All responses will be subject to public disclosure under the Public Records Act and the County's Better Government Ordinance.

8. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFP. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response. Evaluation criteria and weight factors are described below.
9. A Review Panel will evaluate all responses received. The panel will be composed of staff from the Probation and Health Services departments.
10. The Probation Department will make recommendations to the Contra Costa County Board of Supervisors. Responders will be notified of this recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a response.
11. Only responders submitting a response in accordance with RFP #0615 may appeal the RFP process. Appeals must be submitted in writing and should be addressed to Danielle Fokkema, Administrative Services Officer; Probation Department and received at 50 Douglas Drive, Martinez, CA 94553 no later than **5:00 PM on July 22, 2015**. Notification of a final decision on the appeal shall be made in writing to the responder. When submitting, an appellant must clearly state the action appealed, the harm to the appellant, and the action sought. Appeals shall be limited to the following grounds:
 - Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
 - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - A violation of State or Federal law.

Notification of a final decision on the appeal by the Probation Department shall be made in writing to the responder within five (5) days, and the decision of the Probation Department shall be final and not subject to further review.

12. Successful responders will be expected to promptly enter contract negotiation with the Probation Department. This may result in mutually agreed upon changes in plans or activities identified in the response. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFP.
13. Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.



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14. Selected contractor(s) will be responsible for all services offered in their response, whether or not contractor(s) perform them directly or through subcontractors in multiple agency collaboration.
15. The Probation Department will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.
16. The contract from this RFP will be for a three-year period (August 15, 2015 through June 30, 2018).
17. All contracted parties must agree to implement the County's alcohol/drug abuse prevention/treatment policy and comply with related monitoring and evaluation procedures.



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REQUEST FOR PROPOSALS #0615

FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

Response Preparation Instructions



RESPONSE PREPARATION INSTRUCTIONS

RESPONSE INSTRUCTIONS

1. Responses must be in the form of a package containing a complete response and all required supporting information and documents.
2. Each responder must submit one (1) original package and three (3) complete copies with attachments included, unless otherwise noted on Responder's Checklist.
3. Response materials are to be double-spaced on 8 1/2" x 11" paper (recycled preferred) with no less than 1" margins on all sides using an easy to read 12-point font. **Total response should not exceed 10 pages excluding cover sheet, table of contents, and required attachments.**
4. Pages must be stapled together and numbered consecutively with each section identified by an appropriate Roman numeral.
5. Forms 1 & 2 (attached to this RFP) are to be fully completed and attached in the order indicated on the Responder's Checklist.
6. All information in the response package must be presented in the following sequence. (This listing shall comprise the Response Table of Contents.)

RESPONSE OUTLINE

I. Cover Statement (Form #1)

The Cover Statement with original signature, **in blue ink**. Copies of the form must also serve as a cover page to the remaining three (3) response copies submitted.

II. Responder Overview (2 pages)

- A. Responder's experience and number of years providing services described herein.
- B. Responder's primary areas of expertise and current core services.
- C. Responder's Proposals (including resources and capabilities) as they relate to the scope of services described herein.



III. Approach to the Scope of Services (5 pages)

- A. Describe your approach to providing the services described herein.
- B. Detail past experience serving juvenile populations including experience serving low-income individuals. Address efforts to attain cultural competency to more effectively provide services to this population.
- C. Describe the key challenges likely to emerge and identify potential solutions to address such challenges.
- D. Discuss experience working in collaboration with other partners. The model involves intensive collaboration with relevant stakeholders including Probation and Health Services. Include who needs to be involved, what types of involvement is required, and what mechanisms you would employ to foster collaboration.

IV. Experience with Similar Programs (2 pages)

- A. Describe any similar past work including the scope of the project, relevant stakeholders, and a brief summary of the approach and services provided. If relevant, indicate any collaborative partners engaged to complete the project. In addition, indicate any challenges encountered and how they were addressed.

V. Estimated Cost (1 page)

- A. Outline your compensation rate to provide the services under this RFP.



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REQUEST FOR PROPOSALS #0615

FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

Response Review and Selection



RESPONSE REVIEW AND SELECTION

All responses submitted in compliance with the RFP requirements will be eligible for review and selection.

Response Selection Methodology:

- A. Probation staff will review each response's adherence to RFP specifications, including:
 - Response Cover Statement
 - Response Narrative
1. All responses deemed responsive will be referred to the RFP Review Panel.
- B. The panel will be composed of staff from the Probation and Health Services departments.
- C. The Review Panel will review all qualified responses and evaluate and score all service elements utilizing the evaluation criteria outlined on attached rating sheet.



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REQUEST FOR PROPOSALS #0615

FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

Evaluation Process/Rating Sheet



RATING SHEET

Program elements will be weighted as follows with a maximum score of 100:

Program Elements and Possible Score

- | | | |
|------|---|------|
| I. | <u>Response Cover Statement - <i>required but not weighted</i></u> | |
| II. | <u>Responder Overview</u> | |
| | 1. Relevancy of responder's overall experience (10 pts.) | |
| | 2. Responder's qualifications as they relate to scope of work (10 pts.) | 0-20 |
| III. | <u>Approach to the Scope</u> | |
| | 1. Service design/methodology (20 pts.) | 0-20 |
| IV. | <u>Responder's Experience with Similar Projects</u> | |
| | Responder's current or past experience and demonstrated ability of applicant to deliver specified services. | 0-40 |
| V. | <u>Cost Estimate</u> | |
| | Compensation is reasonable for proposed scope of services. | 0-20 |

Total 100 pts.



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REQUEST FOR PROPOSALS #0615

FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

Required Attachments and Responder Checklist



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REQUIRED ATTACHMENTS & RESPONDER CHECKLIST

Each respondent must submit a response in the following order with documents as described (unless otherwise noted). Duplicate enclosed forms as necessary.

- ☐ **A. Response Cover Statement (Form #1)** attached as cover to each response
- ☐ **B. Table of Contents**
- ☐ **C. Response Narrative**
- ☐ **D. Curriculum Vitae/Resumes of key staff**
- ☐ **E. Responder's Statement of Proposals (Form #2)**, completed and signed by applicant. (Form #2 with original signature must accompany original response.)



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REQUEST FOR PROPOSALS #0615
FUNCTIONAL FAMILY THERAPY (FFT) SERVICES
FORM 1

Response Cover Statement



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FORM 1

RESPONSE COVER STATEMENT

FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

Responder _____

Address _____

Phone _____ email: _____

Federal Employer Number: _____

I submit the attached response and attachments in response to Contra Costa County's Request for Proposals #0615 dated June 24, 2015, and declare that:

If the Probation Department of Contra Costa County accepts this response, I will enter into a standard contract with Contra Costa County to provide all work specified herein as proposed or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used for other programs operated by the responder/contractor unless stipulated within the response and accepted by the County.

Name: _____ Date: _____

Signature: _____

This form must accompany the response package when submitted and should be attached to each copy. Only one copy with original signatures is required.



Contra
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REQUEST FOR PROPOSALS #0615

FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

FORM 2

Responder's Statement of Proposals



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FORM #2

RESPONDER'S STATEMENT OF PROPOSALS

1. List any degrees, licenses or certifications held by key staff, with expiration dates, if applicable.

2. Number of years the organization has provided the services described in this response or related services. _____

3. Has responder failed or refused to complete any contract? ☐ Yes ☐ No
If yes, briefly explain:

4. Is there any past, present, or pending litigation in connection with contracts for services involving the responder? ☐ Yes ☐ No
If yes, specify below.

5. Does responder have commitments or potential commitments that may impact his /her ability to fulfill this RFP? ☐ Yes ☐ No
If yes, specify below.

Responder attests, under penalty of perjury, that all information provided herein is complete and accurate. Responder agrees to provide to County other information the County may request as necessary for an accurate determination of responder's Proposals to perform proposed services.

Name

Date



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REQUEST FOR PROPOSALS #0615

FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

County Contract Requirements



COUNTY CONTRACT REQUIREMENTS

Upon acceptance of a response and award of a contract by the Board of Supervisors, the successful responder will enter into a standard County contract that specifies:

1. Parties to the Contract
2. Effective Dates
3. Legal Authority
4. Signatories to the Contract
5. Service Specifications and Provisions for Reporting, Monitoring, and Evaluation
6. Fiscal Provisions
 - a. Method of payment to contractor. Either a fee-for-services contract or a cost reimbursement contract may be negotiated with responder at County's option.
 - b. Program budget segregated into personnel and operating costs, indirect costs and revenue (if any) to allow determination of reasonableness and allocability of line items.
 - c. Provisions for audit.
7. General Conditions

Contractors must comply with standard County Contract General Conditions, which are included below.
8. Special Conditions, as required.

Contractors may have to satisfy additional insurance requirements prior to contract effective date. No contractor will be reimbursed for service until insurance requirements are met.



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REQUEST FOR PROPOSALS #0615
FUNCTIONAL FAMILY THERAPY (FFT) SERVICES

<i>Contract General Conditions</i>



General Conditions

1. **Compliance with Law.** Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor shall keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor shall retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This special condition is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.



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4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.
8. **Modifications and Amendments.**
 - a. **General Amendments.** This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.



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- b. **Administrative Amendments.** Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.
 - b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefore, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the County be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.



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15. **Conflicts of Interest.** Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.
16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
 - a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
 - b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.
18. **Indemnification.** Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditure, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:



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- a. **Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above \$500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of \$1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.
 - b. **Workers' Compensation.** Contractor shall provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.
20. **Notices.** All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.



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22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.
25. **Copyrights and Rights in Data.** Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
26. **Endorsements.** Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.



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27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to County at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.